



Service Level Agreement (SLA)

VERSION 1.7 – JANUARY 2026

Introduction

The Global Private Cloud Network™ (**GPCN™**) is backed by our Service performance warranty set forth in this Service Level Agreement (“**SLA**”); this demonstrates our commitment to reliability and quality of our Services. To ensure service excellence, we require all GPCN™ partner Private Cloud Providers to commit to equivalent service levels herein, which we then extend directly to our customers.

In addition, our Service Level Objectives (“**SLO**”) are designed to ensure that when issues arise, those issues are prioritized and addressed appropriately based on the severity of the impact to the GPCN™ Services.

Any capitalized terms not expressly defined in this SLA have the meanings set forth in the Agreement, as defined in the MSA.

Service Level Agreement (SLA)

Global Private Cloud Network™ Uptime Commitment

The Global Private Cloud Network™ provides the following uptime commitments for Virtual Machines (VMs) deployed across our network of providers in all regions and locations accessible via the GPCN™ Portal:

- Virtual Machines (**VMs**): Guaranteed **99.99% monthly uptime** for VMs, including CPU, Memory, Storage, and Network availability.

Service Credit Calculation

Service Credits will be applied against fees for the affected Services in the billing cycle following the month in which the qualifying incident (the “Incident”) occurred. For clarity, multiple occurrences of the same or related performance issues will be treated as a single Incident.

Service credits for affected services are calculated as follows:

- **VM Uptime**
 - Below 99.99% but at or above 99.9%: **10% of Net MRC as a service credit**
 - Below 99.9% but at or above 95.0%: **25% of Net MRC as a service credit**
 - Below 95.0%: **100% of Net MRC as a service credit**

The **Monthly Uptime Percentage** is calculated as:

Monthly Uptime % = ((Total Minutes in Month - Downtime Minutes) / Total Minutes in Month) × 100

Terms Applicable to the Issuances of Service Credits

The following do not qualify for service credit under this SLA:

1. Maintenance;
2. Services under a suspended, terminated or past due account
3. Incident resulting from the customer's application or software failure;
4. Incident resulting from Software or operating system fault or failure;
5. Incident resulting from or in connection with denial of service attack, hacker activity, or other malicious event or code targeted against the Company or any User (irrespective of DDoS Services that may be provisioned by the Company for the customer);
6. Incident resulting from the failure of any network or internet infrastructure or technology outside the Company's Network;
7. Incident attributable to any action or omission of the customer;
8. Incident resulting from a Force Majeure Event;
9. Incident relating to a Preview Feature of the Services; and
10. Incident relating to free or complimentary Services.

Claims Process

To claim service credits, the customer must submit a support request via the email support@gpcn.com within thirty (30) days following the end of the monthly billing period in which the applicable Incident occurred, providing:

- A detailed description of the Incident
- Specific time on which the Incident occurred
- Evidence supporting the occurrence of the Incident, such as screenshots, log files, monitoring reports, or other documentation clearly demonstrating the Services impacted by the Incident

The Customer may not receive more than one Service Credit per Service Unavailability incident.

The GPCN™ Support Team will evaluate each claim for service credit promptly, and if the claim is validated by the Company, service credits shall be issued to the customer's account and applied against accrual of Fees for the affected Services after the month in which the Incident occurred.

GPCN™ Service Level Objectives (SLOs)

The **Global Private Cloud Network™** is committed to delivering exceptional support. When issues are reported through the portal's support interface, our support team will acknowledge receipt of your request within one hour and assign an appropriate priority level based on service impact.

Priority Level	Definition	Response Time
P1 – Urgent	Critical issues causing complete service outage or major disruption with no available workaround.	30 minutes
P2 – Medium	Issue limits functionality but does not significantly disrupt the overall service operations. A temporary workaround exists with minimal operational impact.	2 hours
P3 – Low	Minor issue with minimal or no impact on service functionality. A workaround is easily available, and maintenance can be deferred.	8 hours

Important Notes on SLOs

- These SLO response times are performance objectives only and do not constitute binding commitments or entitle customers to remedies or service credits if not met.
- Response time is measured from the moment a properly submitted support ticket is received in our system until a support representative begins addressing the issue.
- Actual resolution times may vary based on issue complexity, required troubleshooting, and factors outside our control.

Right to Update

The **Global Private Cloud Network™** periodically reviews and updates the terms of this SLA and SLO.

Defined Terms

“**Preview Feature**” means a feature of the Services released on a limited basis to select customers for purposes of receiving feedback and review of such feature.

“**Maintenance**” means Scheduled Maintenance or Emergency Maintenance.

“**Scheduled Maintenance**” means any maintenance of the GPCN™ Portal or Provider’s facility from which the Services are provisioned and of which, the customer is notified at least 48 hours prior to such maintenance.

“**Emergency Maintenance**” means any unforeseen maintenance to the GPCN™ Portal or Provider’s facility from which the Services are provisioned that is necessary because, at the sole discretion of the GPCN™ or Provider: (i) to avoid an immediate threat to the Services or the services of other GPCN™ users; and (ii) of which the customer may or may not have been notified of prior to such maintenance.

“**Net MRC**” means the monthly recurring Fees (or charges) before applicable taxes for the particular Service affected by an Incident; and does not include such Fees for add-ons or optional Services which are not included as part of the standard base Services.

“**Network**” means collectively the equipment used by the Company for network connectivity of the Services.